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SOUSSIONS À:

receptionsoumission-bidsreceiving.spp@international.gc.ca

**Department of Foreign Affairs, Trade and
Development (DFATD)**

Ministère des Affaires étrangères, commerce et
développement (MAECD)

Request for Standing Offer

Demande d'offre à commandes

to: Department of Foreign Affairs Trade and Development.

We hereby offer to sell to Her Majesty the Queen in right of
Canada, in accordance with the terms and conditions set
out herein, referred to herein or attached here to, the
goods, services, and construction listed herein and on any
attached sheets at the price(s) set out therefor.

Proposition à : Ministère des Affaires Étrangères,
commerce et développement

Nous offrons par la présente de vendre à Sa Majesté
la Reine du chef du Canada, aux conditions énoncées
ou incluses par référence dans la présente et aux
appendices ci-jointes, les biens, services et
construction énumérés ici sur toute feuille ci-annexée,
au(x) prix indiqué(s).

Comments — Commentaires :

**THIS DOCUMENT CONTAINS A SECURITY
REQUIREMENT — LE PRÉSENT DOCUMENT
COMPORTE UNE EXIGENCE EN MATIÈRE DE
SÉCURITÉ**

Issuing Office – Bureau de distribution

Foreign Affairs, Trade and Development / Affaires
étrangères, commerce et développement
200 Promenade du Portage,
Gatineau, QC

Title — Sujet: RFSO – CORE Roster of Mediators	
Solicitation No. — N° de l'invitation 23-225101	Date: May 24, 2023
Solicitation Closes — L'invitation prend fin	Time Zone — Fuseau horaire
At /à: 2:00 PM	EDT (Eastern Daylight Saving Time)
On / July 04, 2023 le	
F.O.B. — F.A.B.	
Plant-Usine: <input type="checkbox"/> Destination: X Other — Autre: <input type="checkbox"/>	
Address Enquiries to — Addresser toutes questions à:	
Name: Tracy Langille	
E-Mail : tracy.langille@international.gc.ca	
Telephone No. – No de téléphone:	
613-791-7144	
Destination of Goods and or Services/Destination – des biens et ou services :	
Department of Foreign Affairs, Trade and Development (DFATD)/Ministère des Affaires étrangères, commerce et développement (MAECD)	
Vendor/Firm Name and Address — Raison sociale et adresse du fournisseur/de l'entrepreneur:	
Telephone No. – No de téléphone:	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) — Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date



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PART 1 - GENERAL INFORMATION

1.1 Introduction

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3 Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by offerors; and
- Part 7 7A, Standing Offer, and 7B, Resulting Contract Clauses:
- 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
- 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Work, the Basis of Payment, Security Requirements Checklist, the Electronic Payment Instruments, the Federal Offerors Program for Employment Equity,

1.2 Summary

- a. This Request for Standing Offer (RFSO) solicitation is being issued to satisfy the requirement of Department of Foreign Affairs, Trade and Development (DFATD) (the "**Client**") for Department Internal Standing Offer (DISO) method of supply.
- b. It is intended to result in the award of up to fifty (50) SO's for one (1) year plus two (2) one-year irrevocable options allowing Canada to extend the term of the SO.
- c. There are security requirements associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 – Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Bidders should refer to the Contract Security Program of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.
- d. The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the Canada-Chile Free Trade Agreement (CCFTA), the Canada-Peru Free Trade Agreement (CPFTA), the Canada-Colombia Free Trade Agreement (CCoIFTA), the Canada-Panama Free Trade Agreement (CPanFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), Canada Korea Free Trade Agreement (CKFTA), the Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP) ,



the Canada-Honduras Free Trade Agreement (CHFTA), and the Canada-United Kingdom Trade Continuity Agreement (CA-UKFTA).

- e. The Federal Offeror's Program (FCP) for employment equity applies to this procurement; see Part 5 – Certifications and Additional Information, Part 7 – Resulting Contract Clauses and the attachment titled "Federal Offerors Program for Employment Equity – Certification."
- f. This RFSO solicitation is to establish a SO with call-ups for the delivery of the requirement detailed in the solicitation

1.3 Security Requirements

There are security requirements associated with the requirement of the Standing Offer. For additional information, see Part 6 - Security, Financial and Insurance Requirements, and Part 7 - Standing Offer and Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, offerors should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

1.4 Debriefings

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.



PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The [2006 \(2022-12-01\)](#) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of [2006](#), Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 120 days

2.2 Submission of Offers

Offers must be submitted only to the Department of Foreign Affairs, Trade and Development (DFATD) Bid Receiving Unit by the date, time and place indicated in the RFSO

receptionsoumission-bidsreceiving.spp@international.gc.ca

Due to the nature of the Request for Standing Offers, transmission of offers by facsimile to PWGSC will not be accepted.

2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the offer non-responsive.

Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the [Financial Administration Act](#) R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or



- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Offeror a FPS in receipt of a pension? **YES** () **NO** ()

If so, the Offeror must provide the following information, for all FPS in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Offerors agree that the successful Offeror's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2019-01](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **YES** () **NO** ()

If so, the Offeror must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

2.4 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than five (5) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly



marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

2.5 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the offerors.

2.6 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential offerors to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages offerors to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Offerors should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Offerors should therefore act quickly when they want to challenge any aspect of the procurement process.



PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

Canada requests that the Offeror submits its offer in accordance with section 08 of the [2003](#) standard instructions.

The offer must be gathered per section and separated as follows:

Section I: Technical Offer (one (1) electronic copy via email)

Section II: Financial Offer (one (1) electronic copy via email)

Section III: Certifications (one (1) electronic copy via email)

Offers are to be submitted to receptionsoumission-bidsreceiving.spp@international.gc.ca by the date and time as indicated on Page 1.

Due to the nature of the RFSO, offers transmitted by CPC Connect service and by facsimile will not be accepted.

Prices must appear in the financial offer only. No prices must be indicated in any other section of the offer.

Format for Offer: Canada requests that offerors follow the format instructions described below in the preparation of their offer:

- i. Three (3) Attachments only; using the following naming convention
 - a. 23-225101 - Technical Offer – {Offeror's Name}
 - b. 23-225101 – Financial Offer – {Offeror's Name}
 - c. 23-225101 – Certifications – {Offeror's Name}
- ii. use 8.5 x 11 inch (216 mm x 279 mm) paper;
- iii. use a numbering system that corresponds to the RFSO solicitation;
- iv. include a title page at the front of each volume of the Offer that includes the title, date, RFSO solicitation number, offeror's name and address and contact information of its representative; and
- v. Include a table of contents.
- vi. Soft copies will be accepted in any of the following electronic formats:
 - Portable Document Format .pdf

Section I: Technical Offer

In their technical offer, offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Offer

Offerors must submit their financial offer in Canadian dollars (CAD) in accordance with Annex B, Basis of Payment.

Section III: Certification

Offerors must provide the required certifications and additional information to be issued a standing offer.



3.1.1 Exchange Rate Fluctuation

1. The Bidder may request Canada to assume the risks and benefits of exchange rate fluctuations. If the Bidder claims for an exchange rate adjustment, this request must be clearly indicated in the bid at time of bidding. The Bidder must submit form [PWGSC-TPSGC 450](#), Claim for Exchange Rate Adjustments with its bid, indicating the Foreign Currency Component (FCC) in Canadian dollars for each line item for which an exchange rate adjustment is required.
2. The FCC is defined as the portion of the price or rate that will be directly affected by exchange rate fluctuations. The FCC should include all related taxes, duties and other costs paid by the Bidder and which are to be included in the adjustment amount.
3. The total price paid by Canada on each invoice will be adjusted at the time of payment, based on the FCC and the exchange rate fluctuation provision in the contract. The exchange rate adjustment will only be applied where the exchange rate fluctuation is greater than 2% (increase or decrease).
4. At time of bidding, the Bidder must complete columns (1) to (4) on form [PWGSC-TPSGC 450](#), for each line item where they want to invoke the exchange rate fluctuation provision. Where bids are evaluated in Canadian dollars, the dollar values provided in column (3) should also be in Canadian dollars, so that the adjustment amount is in the same currency as the payment.
5. Alternate rates or calculations proposed by the Bidder will not be accepted for the purposes of this exchange rate fluctuation provision.

[C3010T](#) (2014-11-27), Exchange Rate Fluctuation Risk Mitigation,



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Refer to attachment 1 of Part 4

4.1.2 Financial Evaluation

1. The price of the offer will be evaluated as follows:
 - a. Canadian-based offerors must submit firm prices, Canadian customs duties and excise taxes included, and Applicable Taxes excluded.
 - b. foreign-based offerors must submit firm prices, Canadian customs duties, excise taxes and Applicable Taxes excluded. Canadian customs duties and excise taxes payable by Canada will be added, for evaluation purposes only, to the prices submitted by foreign-based offerors.
2. Unless the Request for Standing Offers (RFSO) specifically requires offers to be submitted in Canadian currency, offers submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The rate given by the Bank of Canada in effect on the RFSO closing date, or on another date specified in the RFSO, will be applied as a conversion factor to the offers submitted in foreign currency.
3. Although Canada reserves the right to issue the Standing Offer either on an FOB plant or FOB destination, Canada requests that offerors provide prices FOB their plant or shipping point and FOB destination. Offers will be assessed on an FOB destination basis.
4. For the purpose of the RFSO, offerors with an address in Canada are considered Canadian-based offerors, and offerors with an address outside of Canada are considered foreign-based offerors.

SACC Manual Clause [M0222T](#) (2016-01-28),

4.2 Basis of Selection - Mandatory Technical Criteria Only

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.

SACC Manual Clause [M0031T](#) (2007-05-25)



ATTACHMENT 1 - MANDATORY TECHNICAL CRITERIA

CORPORATE REQUIREMENTS - MANDATORY CRITERIA FOR OFFERORS TO QUALIFY AS MEDIATORS

Offers will be evaluated in accordance with the mandatory evaluation criteria as detailed herein. Offerors can elect to submit an offer for any or all of the requirements listed herein. Offerors are advised to address each requirement in sufficient depth to permit a complete requisite analysis and assessment by the evaluation team. Offerors are advised that only listing experience without providing any supporting data to describe responsibilities, duties and relevance to the requirements will not be considered “demonstrated” for the purpose of this evaluation and will be deemed non-compliant. The Offeror should provide complete details as to where, when (month and year) and how (through which activities/responsibilities) the stated qualifications/experience were obtained.

Offers failing to adequately respond to the mandatory evaluation criteria will be excluded from further consideration. Only offers found to meet the mandatory evaluation criteria will be recommended for the financial evaluation.

Evaluation Option A – To Qualify as a Junior Mediator (English/French)

#	Mandatory Criteria	Met/Not Met	Demonstrated Experience and Cross Reference to Proposal
A.M1	The Offeror must clearly demonstrate, using detailed project summaries, that it has a minimum of ten (10) years of experience in providing and delivering mediation and/or conciliation services and/or other forms of consensual dispute resolution entailing similar tasks and deliverables to those described in the SOW.		
A.M2	The Offeror must clearly demonstrate, using detailed project summaries, that in the past seven (7) years, it has conducted a minimum of ten (10) mediations, conciliations, dialogue facilitations, or other consensual dispute resolution processes, five (5) of which were as a sole mediator, conciliator or facilitator, entailing similar tasks and deliverables to those described in the SOW.		



#	Mandatory Criteria	Met/Not Met	Demonstrated Experience and Cross Reference to Proposal
A.M3	The Offeror must clearly demonstrate, using detailed project summaries, that in the past five (5) years, it has conducted at least three (3) mediations, conciliations, dialogue facilitations or other consensual dispute resolution processes described in M2 using remote techniques and tools, for example through the use of a virtual communications platform.		
	PASS/FAIL		



Evaluation Option B – To Qualify as a Senior Mediator (English/French)

#	Mandatory Criteria	Met/Not Met	Demonstrated Experience and Cross Reference to Proposal
B.M1	The Offeror must clearly demonstrate, using detailed project summaries, that it has a minimum of ten (10) years of experience in providing and delivering mediation and/or conciliation services or other form of consensual dispute resolution services entailing similar tasks and deliverables to those described in the statement of work.		
B.M2	The Offeror must clearly demonstrate, using detailed project summaries, that in the past seven (7) years, it has conducted a minimum of twenty (20) mediations, conciliations, dialogue facilitations or other form of consensual dispute resolution, ten (10) of which were as a sole mediator, conciliator or facilitator, entailing similar tasks and deliverables to those described in the statement of work.		
B.M3	The Offeror must clearly demonstrate, using detailed project summaries, that in the past five (5) years, it has conducted at least three (3) mediations, conciliations, dialogue facilitations or other consensual dispute resolution processes described in M2 using remote techniques and tools, for example through the use of a virtual communications platform.		
	PASS/FAIL		



Evaluation Option C – To Qualify as a Junior Mediator to Provide Mediation Services in a Language other than English or French

#	Mandatory Criteria	Met/Not Met	Demonstrated Experience and Cross Reference to Proposal
C.M1	The Offeror must clearly demonstrate, using detailed project summaries, that it has a minimum of ten (10) years of experience in providing and delivering mediation and/or conciliation services entailing similar tasks and deliverables to those described in the statement of work.		
C.M2	The Offeror must clearly demonstrate, using detailed project summaries, that in the past seven (7) years, it has conducted a minimum of ten (10) mediations, conciliations, dialogue facilitations, or other consensual dispute resolution processes, five (5) of which were as a sole mediator, conciliator or facilitator, entailing similar tasks and deliverables to those described in the statement of work.		
C.M3	The Offeror must clearly demonstrate, using detailed project summaries, that in the past five (5) years, it has conducted at least three (3) mediations, conciliations, dialogue facilitations or other consensual dispute resolution processes described in M2 using remote techniques and tools, for example through the use of a virtual communications platform.		
C.M4	The Offeror must clearly demonstrate by using detailed project summaries, that in the past three (3) years, it has conducted at minimum of two (2) consensual dispute resolution processes and/or has obtained at least one (1) year of experience conducting mediation in languages other than English or French without the assistance of an interpreter (specify all languages).		
	PASS/FAIL		



Evaluation Option D – To Qualify as a Senior Mediator to Provide Mediation Services in a Language other than English or French

#	Mandatory Criteria	Met/Not Met	Demonstrated Experience and Cross Reference to Proposal
D.M1	The Offeror must clearly demonstrate, using detailed project summaries, that it has a minimum of ten (10) years of experience in providing and delivering mediation and/or conciliation services entailing similar tasks and deliverables to those described in the statement of work.		
D.M2	The Offeror must clearly demonstrate, using detailed project summaries, that in the past seven (7) years, it has conducted a minimum of twenty (20) mediations, conciliations, or dialogue facilitations, ten (10) of which were as a sole mediator, conciliator or facilitator, entailing similar tasks and deliverables to those described in the statement of work.		
D.M3	The Offeror must clearly demonstrate, using detailed project summaries, that in the past five (5) years, it has conducted at least three (3) mediations, conciliations, dialogue facilitations or other consensual dispute resolution processes described in M2 using remote techniques and tools, for example through the use of a virtual communications platform.		
D.M4	The Offeror must clearly demonstrate by using detailed project summaries, that in the past three (3) years, it has conducted at minimum of two (2) consensual dispute resolution processes and/or has obtained at least one (1) year of experience conducting mediation in languages other than English or French without the assistance of an interpreter (specify all languages).		
	PASS/FAIL		



MANDATORY CRITERIA FOR CALL-UPS – FOR PROPOSED RESOURCE

At the time of call-up, the Offeror will be required to provide the following documentation for the resource proposed for the call-up:

Item	Description of Mandatory Criteria for Call-Ups	Cross reference to proposal. Indicate type and number of projects and/or years of relevant experience
CU.M1	<p>The Offeror must clearly demonstrate by providing certifications, course summaries and descriptions that the proposed resource for the call-up has completed a minimum of forty (40) hours of formal training in ADR theory and practice as required to provide mediation services similar to those described in the statement of work.</p> <p>If the degree, designation or certification was issued by an educational institution outside of Canada, the Offeror is requested to provide a copy of the results of the academic credential assessment and qualification recognition service issued by an agency or organization recognized by the Canadian Information Centre for International Credentials (CICIC).</p> <p>If the training was obtained informally, please provide a detailed summary explaining when, how and what knowledge and skills were obtained as well as why you believe that this training is equivalent to a formal training.</p>	



Item	Description of Mandatory Criteria for Call-Ups	Cross reference to proposal. Indicate type and number of projects and/or years of relevant experience
CU.M2	<p>If the Offeror is proposing a resource to take the role of Senior Mediator, the Offeror must clearly demonstrate that the proposed resource holds a university degree (or international equivalent) or two (2) years of post-secondary study or higher education in dispute resolution, political science, international affairs, or law, which has been successfully completed at time of bid closing.</p> <p>If the degree, designation or certification was issued by an educational institution outside of Canada, the Offeror is requested to provide a copy of the results of the academic credential assessment and qualification recognition service issued by an agency or organization recognized by the Canadian Information Centre for International Credentials (CICIC).</p> <p>If the training was obtained informally, please provide a detailed summary explaining when, how and what knowledge and skills were obtained as well as why you believe that this training is equivalent to a formal training.</p>	
	PASS/FAIL	



PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional information to be issued a standing offer.

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a Offeror in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

5.1 Certifications Required with the Offer

Offerors must submit the following duly completed certifications as part of their offer.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all offerors must provide with their offer, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information

The certifications and additional information listed below should be submitted with the offer but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the offer non-responsive.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Security Requirements – Required Documentation

In accordance with the [requirements of the Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>), the Offeror must provide a completed Application for Registration (AFR) form to be given further consideration in the procurement process.

Offerors are reminded to obtain the required security clearance and, as applicable, security capabilities promptly. As indicated above, offerors who do not provide all the required information at bid closing will be given the opportunity to complete any missing information from the AFR form within a period set by the Contracting Authority. If that information is not provided within the timeframe established by the Contracting Authority (including any extensions granted by the Contracting Authority in its discretion), or if Canada requires further information from the Offeror in connection with assessing the request for security clearance (i.e., information not required by the AFR), the Offeror will be required to submit that information within the



time period established by the Contracting Authority, which will not be less than 48 hours. If, at any time, the Offeror fails to provide the required information within the timeframe established by the Contracting Authority, its bid will be declared non-compliant.

5.2.3 Federal Offerors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Offerors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list) available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](#) website.

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

Canada will also have the right to terminate the Call-up for default if a Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list during the period of the Contract.

The Offeror must provide the Standing Offer Authority with a completed annex titled [Federal Offerors Program for Employment Equity - Certification](#), before the issuance of a Standing Offer. If the Offeror is a Joint Venture, the Offeror must provide the Standing Offer Authority with a completed annex Federal Offerors Program for Employment Equity - Certification, for each member of the Joint Venture.

5.2.4 Additional Certifications Precedent to Issuance of a Standing Offer

5.2.4.2 Status and Availability of Resources

The Offeror certifies that, should it be issued a standing offer as a result of the Request for Standing Offer, every individual proposed in its offer will be available to perform the Work resulting from a call-up against the Standing Offer as required by Canada's representatives and at the time specified in a call-up or agreed to with Canada's representatives. If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Offeror has proposed any individual who is not an employee of the Offeror, the Offeror certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Offeror must, upon request from the Standing Offer Authority, provide a written confirmation, signed by the individual, of the permission given to the Offeror and of his/her availability. Failure to comply with the request may result in the offer being declared non-responsive.



PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Security Requirements

1. Before issuance of a standing offer, the following conditions must be met:
 - (a) the Offeror must hold a valid organization security clearance as indicated in Part 7A - Standing Offer;
 - (b) the Offeror must provide the addresses of proposed sites or premises of work performance and document safeguarding as indicated in Part 3 - Section IV Additional Information.
2. Before access to sensitive information is provided to the Offeror, the following conditions must be met:
 - (a) the Offeror's proposed individuals requiring access to sensitive information, assets or sensitive work sites must meet the security requirements as indicated in Part 7 – Standing Offer and Resulting Contract Clauses;
 - (b) the Offeror's security capabilities must be met as indicated in Part 7 – Standing Offer and Resulting Contract Clauses.
3. For additional information on security requirements, offerors should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

6.2 Security Requirements for Foreign Suppliers

RELIABILITY, SITE ACCESS, RELIABILITY, ACCESS TO AND SAFEGUARDING OF CANADA PROTECTED A and B INFORMATION, USE OF IT

The Canadian Designated Security Authority (Canadian DSA) for industrial security matters in Canada is the Industrial Security Sector (ISS), Public Works and Government Services Canada (PWGSC), administered by International Industrial Security Directorate (IISD), PWGSC. The Canadian DSA is the authority for confirming Offeror compliance with the security requirements for foreign suppliers. The following security requirements apply to the foreign recipient Offeror incorporated or authorized to do business in a jurisdiction other than Canada and delivering outside of Canada the services listed and described in the subsequent contract.

1. The Foreign Recipient Offeror must, at all times during the performance of the contract, hold an equivalence to a valid Designated Organization Screening (DOS), issued by the Canadian DSA as follows:
 - i. The Foreign Recipient Offeror must provide proof that they are incorporated or authorized to do business in their jurisdiction.
 - ii. The Foreign Recipient Offeror must not begin the work, services or performance until the Canadian Designated Security Authority (DSA) is satisfied that all contract security requirement conditions have been met. Canadian DSA confirmation must be provided, in writing, to the foreign recipient Offeror in an Attestation Form, to provide confirmation of compliance and authorization for services to be performed.
 - iii. The Foreign Recipient Offeror must identify an authorized Contract Security Officer (CSO) and an Alternate Contract Security Officer (ACSO) (if applicable) to be responsible for the overseeing



of the security requirements, as defined in this contract. This individual will be appointed by the proponent foreign recipient Offeror's Chief Executive officer or Designated Key Senior Official, defined as an owner, officer, director, executive, and or partner who occupy a position which would enable them to adversely affect the organization's policies or practices in the performance of the contract.

- iv. The Foreign Recipient Offeror must not grant access to CANADA PROTECTED A and B information/assets, except to its personnel subject to the following conditions:
 - a. Personnel have a need-to-know for the performance of the contract;
 - b. Personnel have been subject to a Criminal Record Check, with favourable results, from a recognized governmental agency or private sector organization in their country as well as a Background Verification, validated by the Canadian DSA;
 - c. The Foreign Recipient Offeror must ensure that personnel provide consent to share results of the Criminal Record and Background Checks with the Canadian DSA and other Canadian Government Officials, if requested; and
 - d. The Government of Canada reserves the right to deny access to CANADA PROTECTED information/assets to a foreign recipient Offeror for cause.
2. CANADA PROTECTED information/assets provided or generated pursuant to this contract must not be further provided to a third party Foreign Recipient SubOfferor unless:
 - a. written assurance is obtained from the Canadian DSA to the effect that the third-party Foreign Recipient SubOfferor has been approved for access to CANADA PROTECTED information/assets by the Canadian DSA; and
 - b. written consent is obtained from the Canadian DSA, if the third-party Foreign Recipient SubOfferor is located in a third country.
3. The Foreign Recipient Offeror MUST NOT remove CANADA PROTECTED information/assets from the identified work site(s), and the foreign recipient Offeror must ensure that its personnel are made aware of and comply with this restriction.
4. The Foreign Recipient Offeror must not use the CANADA PROTECTED information/assets for any purpose other than for the performance of the contract without the prior written approval of the Government of Canada. This approval must be obtained from the Canadian DSA.
5. The Foreign Recipient Offeror must, at all times during the performance of the contract hold an equivalence to an approved Document Safeguarding Capability (DSC) at the level of CANADA PROTECTED A and B.

All CANADA PROTECTED information/assets, furnished to the foreign recipient Offeror or produced by the foreign recipient Offeror, must also be safeguarded as follows:

6. The Foreign Recipient Offeror must immediately report to the Canadian DSA all cases in which it is known or there is reason to suspect that CANADA PROTECTED information/assets pursuant to this contract has been compromised.



7. The Foreign Recipient Offeror must immediately report to the Canadian DSA all cases in which it is known or there is reason to suspect that CANADA PROTECTED information/assets accessed by the foreign recipient Offeror, pursuant to this contract, have been lost or disclosed to unauthorized persons.
8. The Foreign Recipient Offeror must not disclose CANADA PROTECTED information/assets to a third party government, person, firm or representative thereof, without the prior written consent of the Government of Canada. Such consent must be sought through the Canadian DSA.
9. The Foreign Recipient Offeror must provide the CANADA PROTECTED information/assets a degree of safeguarding no less stringent than that provided by the Government of Canada in accordance with the National Policies, National Security legislation and regulations and as prescribed by the Canadian DSA.
10. The Foreign Recipient Offeror must, at all times during the performance of this contract, ensure the transfer of CANADA PROTECTED information/assets be facilitated through the Canadian DSA.
11. Upon completion of the Work, the foreign recipient Offeror must return to the Government of Canada, all CANADA PROTECTED information/assets furnished or produced pursuant to this contract, including all CANADA PROTECTED information/assets released to and/or produced by its subOfferors.
12. The foreign recipient Offeror requiring access to CANADA PROTECTED A and B information/assets, under this contract, must submit a Request for Site Access to the Chief Security Officer of the Department of Public Services and Procurement Canada.
13. The Foreign Recipient Offeror MUST NOT utilize its Information Technology (IT) systems to electronically process, produce, or store on a computer system any CANADA PROTECTED A and B information/assets until authorization to do so has been confirmed by the Canadian DSA.

See Annex "C" for security measures required for the treatment and access to CANADA PROTECTED A and B information/assets.

The Foreign Recipient Offeror must ensure that all the databases, including backup databases used by organizations to provide the services described in the SOW containing any CANADA PROTECTED information, related to the Work, are located within

14. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the Canadian DSA.
15. All Subcontracts awarded to a third party foreign recipient are NOT to be awarded without the prior written permission of the Canadian DSA in order to confirm the security requirements to be imposed on the subOfferors.



16. All Subcontracts awarded by a third party foreign recipient are NOT to be awarded without the prior written permission of the Canadian DSA in order to confirm the security requirements to be imposed on the subOfferors.
17. The Foreign Recipient Offeror must comply with the provisions of the Security Requirements Check List attached at Annex "C".
18. Canada has the right to reject any request to electronically access, process, produce, transmit or store CANADA PROTECTED information/assets related to the Work in any other country if there is any reason to be concerned about the security, privacy, or integrity of the information



PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1 Offer

7.1.1 The Offeror offers to perform the Work in accordance with the Statement of Work at Annex "A".

7.2 Security Requirements

7.2.1 The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Standing Offer.

7.2.2 Offeror's Sites or Premises Requiring Safeguarding

7.2.2.1 Where safeguarding measures are required in the performance of the Work, the Offeror must diligently maintain up-to-date the information related to the Offeror's and proposed individuals' sites or premises for the following addresses:

Street Number / Street Name, Unit / Suite / Apartment Number
City, Province, Territory / State
Postal Code / Zip Code
Country

7.2.2.2 The Company Security Officer must ensure through the [Contract Security Program](#) that the Offeror and individual(s) hold a valid security clearance at the required level.

7.2.2.3 Security Requirements for Foreign Suppliers

*RELIABILITY, SITE ACCESS, RELIABILITY, ACCESS TO AND SAFEGUARDING OF CANADA
PROTECTED A and B INFORMATION, USE OF IT*

The Canadian Designated Security Authority (Canadian DSA) for industrial security matters in Canada is the Industrial Security Sector (ISS), Public Works and Government Services Canada (PWGSC), administered by International Industrial Security Directorate (IISD), PWGSC. The Canadian DSA is the authority for confirming Offeror compliance with the security requirements for foreign suppliers. The following security requirements apply to the foreign recipient Offeror incorporated or authorized to do business in a jurisdiction other than Canada and delivering outside of Canada the services listed and described in the subsequent contract.

1. The Foreign Recipient Offeror must, at all times during the performance of the contract, hold an equivalence to a valid Designated Organization Screening (DOS), issued by the Canadian DSA as follows:
 - i. The Foreign Recipient Offeror must provide proof that they are incorporated or authorized to do business in their jurisdiction.
 - ii. The Foreign Recipient Offeror must not begin the work, services or performance until the Canadian Designated Security Authority (DSA) is satisfied that all contract security requirement conditions have been met. Canadian DSA confirmation must be provided, in writing, to the foreign recipient Offeror in an Attestation Form, to provide confirmation of compliance and authorization for services to be performed.
 - iii. The Foreign Recipient Offeror must identify an authorized Contract Security Officer (CSO) and an Alternate Contract Security Officer (ACSO) (if applicable) to be responsible for the overseeing



of the security requirements, as defined in this contract. This individual will be appointed by the proponent foreign recipient Offeror's Chief Executive officer or Designated Key Senior Official, defined as an owner, officer, director, executive, and or partner who occupy a position which would enable them to adversely affect the organization's policies or practices in the performance of the contract.

- iv. The Foreign Recipient Offeror must not grant access to CANADA PROTECTED A and B information/assets, except to its personnel subject to the following conditions:
 - a. Personnel have a need-to-know for the performance of the contract;
 - b. Personnel have been subject to a Criminal Record Check, with favourable results, from a recognized governmental agency or private sector organization in their country as well as a Background Verification, validated by the Canadian DSA;
 - c. The Foreign Recipient Offeror must ensure that personnel provide consent to share results of the Criminal Record and Background Checks with the Canadian DSA and other Canadian Government Officials, if requested; and
 - d. The Government of Canada reserves the right to deny access to CANADA PROTECTED information/assets to a foreign recipient Offeror for cause.
2. CANADA PROTECTED information/assets provided or generated pursuant to this contract must not be further provided to a third party Foreign Recipient SubOfferor unless:
 - a. written assurance is obtained from the Canadian DSA to the effect that the third-party Foreign Recipient SubOfferor has been approved for access to CANADA PROTECTED information/assets by the Canadian DSA; and
 - b. written consent is obtained from the Canadian DSA, if the third-party Foreign Recipient SubOfferor is located in a third country.
3. The Foreign Recipient Offeror **MUST NOT** remove CANADA PROTECTED information/assets from the identified work site(s), and the foreign recipient Offeror must ensure that its personnel are made aware of and comply with this restriction.
4. The Foreign Recipient Offeror must not use the CANADA PROTECTED information/assets for any purpose other than for the performance of the contract without the prior written approval of the Government of Canada. This approval must be obtained from the Canadian DSA.
5. The Foreign Recipient Offeror must, at all times during the performance of the contract hold an equivalence to an approved Document Safeguarding Capability (DSC) at the level of CANADA PROTECTED A and B.

All CANADA PROTECTED information/assets, furnished to the foreign recipient Offeror or produced by the foreign recipient Offeror, must also be safeguarded as follows:

6. The Foreign Recipient Offeror must immediately report to the Canadian DSA all cases in which it is known or there is reason to suspect that CANADA PROTECTED information/assets pursuant to this contract has been compromised.



7. The Foreign Recipient Offeror must immediately report to the Canadian DSA all cases in which it is known or there is reason to suspect that CANADA PROTECTED information/assets accessed by the foreign recipient Offeror, pursuant to this contract, have been lost or disclosed to unauthorized persons.
8. The Foreign Recipient Offeror must not disclose CANADA PROTECTED information/assets to a third party government, person, firm or representative thereof, without the prior written consent of the Government of Canada. Such consent must be sought through the Canadian DSA.
9. The Foreign Recipient Offeror must provide the CANADA PROTECTED information/assets a degree of safeguarding no less stringent than that provided by the Government of Canada in accordance with the National Policies, National Security legislation and regulations and as prescribed by the Canadian DSA.
10. The Foreign Recipient Offeror must, at all times during the performance of this contract, ensure the transfer of CANADA PROTECTED information/assets be facilitated through the Canadian DSA.
11. Upon completion of the Work, the foreign recipient Offeror must return to the Government of Canada, all CANADA PROTECTED information/assets furnished or produced pursuant to this contract, including all CANADA PROTECTED information/assets released to and/or produced by its subOfferors.
12. The foreign recipient Offeror requiring access to CANADA PROTECTED A and B information/assets, under this contract, must submit a Request for Site Access to the Chief Security Officer of the Department of Public Services and Procurement Canada.
13. The Foreign Recipient Offeror MUST NOT utilize its Information Technology (IT) systems to electronically process, produce, or store on a computer system any CANADA PROTECTED A and B information/assets until authorization to do so has been confirmed by the Canadian DSA.

See Annex "C" for security measures required for the treatment and access to CANADA PROTECTED A and B information/assets.

The Foreign Recipient Offeror must ensure that all the databases, including backup databases used by organizations to provide the services described in the SOW containing any CANADA PROTECTED information, related to the Work, are located within

14. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the Canadian DSA.
15. All Subcontracts awarded to a third party foreign recipient are NOT to be awarded without the prior written permission of the Canadian DSA in order to confirm the security requirements to be imposed on the subOfferors.



16. All Subcontracts awarded by a third party foreign recipient are NOT to be awarded without the prior written permission of the Canadian DSA in order to confirm the security requirements to be imposed on the subOfferors.
17. The Foreign Recipient Offeror must comply with the provisions of the Security Requirements Check List attached at Annex "C".
18. Canada has the right to reject any request to electronically access, process, produce, transmit or store CANADA PROTECTED information/assets related to the Work in any other country if there is any reason to be concerned about the security, privacy, or integrity of the information

7.3 Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

7.3.1 General Conditions

[2005 \(2022-12-01\)](#) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

7.3.2 Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods and services to Canada under contracts resulting from the Standing Offer. This data must include all purchases done by Canada, including those acquired and paid for by Canada acquisition cards.

The Offeror must provide this data in accordance with the reporting requirements detailed below.

If some data is not available, the reason must be indicated in the report. If no goods or services is provided during a given period, the Offeror must provide a "nil" report.

The data must be submitted on a quarterly basis to the Standing Offer Authority.

The quarterly reporting periods are defined as follows:

- First quarter: April 1 to June 30
- Second quarter: July 1 to September 30
- Third quarter: October 1 to December 31
- Fourth quarter: January 1 to March 31

For each Call-up authorized and issued under the Standing Offer, the data must contain the following elements in the order presented:

- o the call-up number appearing on the DFATD 942 form;
- o the date the call-up was authorized appearing on the DFATD 942 form;
- o the total estimated cost of the Call-up (Applicable Taxes included)
- o the total amount paid, Applicable Taxes included;
- o the start and completion date of the Call-Up; and

The data must be submitted to the Standing Offer Authority no later than 15 calendar days after the end of the reporting period.



7.4 Term of Standing Offer

7.4.1 Period of the Standing Offer

The period for making call-ups and providing services against the Standing Offer is from date of award to July 31, 2024 inclusive.

7.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for up to an additional two (2), one (1) year period(s) under the same conditions and at the rates or prices specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority thirty (30) days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Tracy Langille
Title: Procurement Officer
Department of Foreign Affairs, Trade and Development
Domestic Procurement (SPP)
Address: 200 Promenade du Portage, Gatineau, QC K4A 0G1

Telephone: 613-791-7144
E-mail address: tracy.langille@international.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, the Standing Offer Authority is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

7.5.2 Project Authority *(at contract award)*

The Project Authority for the Standing Offer is:

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____ - ____ - _____
E-mail address: _____

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up against the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.



7.5.3 Offeror's Representative (at contract award)

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____ - ____ - _____

E-mail address: _____

7.6 Proactive Disclosure of Contracts with Former Public Servants

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the offer non-responsive.

Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the [Financial Administration Act](#) R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Offeror a FPS in receipt of a pension? **YES () NO ()**

If so, the Offeror must provide the following information, for all FPS in receipt of a pension, as applicable:

- a. name of former public servant;



- b. date of termination of employment or retirement from the Public Service.

By providing this information, Offerors agree that the successful Offeror's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2019-01](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **YES** () **NO** ()

If so, the Offeror must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

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7.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Department of Foreign Affairs, Trade and Development (DFATD).

7.8 Call-up Procedures

Given the sensitivity, diversity and complexity of the nature of the services covered under the Standing Offer, the Project Authority reserves the sole right for final selection of the Offeror for any contract resulting from any call-up made pursuant to the Standing Offer relating to the required services.

7.8.1 The Project Authority may consider the following elements when selecting an Offeror:

- a) Language capabilities;
 - b) Canadian city in which the resource has agreed to work without incurring travel and living expenses, as applicable;
 - c) The level of security clearance required to conduct the services required; and
 - d) Availability at the time stated in work request.
- e) Refer to attachment 1 to part 7; Additional Criteria for Call-ups.

7.8.2 The Project Authority will provide the Offeror with details of the Work activities to be performed within the scope of this Standing Offer including a description of the deliverables/reports to be submitted.

7.8.3 Due to the nature of specific requirements, the Offeror may be interviewed by the Project Authority prior to issuance of a call-up for the services specified therein. All costs incurred in connection with interviews will be at the Offeror's expense. Canada is under no obligation to enter into contract by placing a call-up subsequent to the interview.



7.8.4 The Offeror will submit a firm price, or a limitation of expenditure, a schedule indicating completion dates for major Work activities and submission dates for deliverables/reports with supporting details to the Project Authority. The proposal should be submitted to the Project Authority within three (3) business days of receiving the request.

Firm price definition: The total amount payable is a fixed sum. Both parties agree prior to the award of the call-up as to the price payable thereunder.

Limitation of expenditure definition: A condition incorporated into a call-up which states the maximum amount of monies that may be paid to a Offeror for the Work described in the call-up. If, during the execution of the call-up, the Offeror discovers that there is insufficient funds to complete the Work, the Offeror must inform the Project Authority. This step is usually taken once 75% of the funds have been expended. The Project Authority then has the option of providing additional funding or requesting the Offeror to complete the Work to the extent that the current funding permits.

7.8.5 The firm price or limitation of expenditure for the services will be established by utilizing the applicable rate as shown under the Basis of Payment, Annex B. The level of effort will be agreed upon by the Project Authority and the Offeror. Upon agreement of the firm price, ceiling price or limitation of expenditure for the services, the Offeror will be authorized by the Project Authority to proceed with the Work by completing and issuing the call-up pursuant to the Standing Offer form PWGSC-TPSGC 942.

7.8.6 The Offeror shall sign and return the acknowledgement copies of the completed PWGSC-TPSGC 942 to the Project Authority.

7.8.7 It is understood and agreed that the Offeror shall not commence Work until authorized by the Project Authority.

7.9 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 2 and 3 below.

1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
2. Any of the following forms could be used which are available through:
 - DFATD 942 Call-up Against a Standing Offer

7.10 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$300,000.00 (Applicable Taxes included).

7.11 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions [2006 \(2022-12-01\)](#), General Conditions - Standing Offers - Goods or Services;
- d) [2035 \(2022-12-01\)](#), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;



- g) Annex C, Security Requirements Check List;
- h) Annex D, Electronic Payment Instruments;
- i) Annex E, Federal Offerors Program For Employment Equity - Certification;
- j) the Offeror's offer dated _____ (*insert date of offer*),

7.12 Certifications and Additional Information

7.12.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

7.12.2 Federal Offerors Program for Employment Equity - Setting aside

The Offeror understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Offeror and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Standing Offer. If the AIEE becomes invalid, the name of the Offeror will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC may result in the setting aside of the Standing Offer.

7.12.3 SACC Manual Clauses

If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Offeror is unable to provide a substitute with similar qualifications and experience, Canada may set aside the standing offer.

7.13 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.



ATTACHMENT 1 TO PART 7

ADDITIONAL CRITERIA FOR CALL-UPS

The additional criteria for call-ups includes specialized experience and/or skills that may be considered for the Standing Offer when issuing a call-up. This is a list of typical experience and/or skills that may be required for specific call-ups, but is not intended to be an exhaustive list. Actual criteria for call-ups will be determined based on the specific nature and context of each call-up and may include experience and/or skills not listed below. All requirements for call-ups will be communicated prior to issuing a call-up.

The Offeror may be required to clearly demonstrate, using project summaries, that within the last five (5) years, the proposed resource for the call-up has at least one (1) year of experience and/or experience on two (2) projects that may include the following elements as relevant to the call-up:

Item	Description of Rated Criteria	Cross reference to proposal. Indicate type and number of projects and/or years of relevant experience
CU.A1	Experience working with responsible business conduct and/or international trade.	
CU.A2	Working with impacted communities and/or organizations that represent impacted communities within the garment, mining, or oil and gas sectors.	
CU.A3	Working within high risk, fragile, and/or conflict-affected contexts and contexts in which the risk to human rights and/or of retaliation is high.	
CU.A4	Integrating a gender or 2sLGBTQI+ perspective into dispute resolution.	
CU.A5	Working in a culturally diverse environment.	
CU.A6	Conducting two (2) multiparty mediations, conciliations or dialogue facilitations.	
CU.A7	Working as a co-mediator or co-facilitator in an ADR process.	
CU.A8	Working in a trauma-informed ADR process.	
CU.A9	Working with Indigenous communities.	



B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

7.1 Statement of Work

The Offeror must perform the Work described in the call-up against the Standing Offer.

7.2 Standard Clauses and Conditions

7.2.1 General Conditions

[2035 \(2022-12-01\)](#), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

7.2.2 Supplemental General Conditions

The Offeror must comply and ensure that its employees and subOfferors comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.

[4014 \(2022-06-20\)](#), apply to and form part of the Contract.

7.3 Term of Contract

7.3.1 Period of the Contract

The period of the Contract is from date of Contract award to July 31, 2024 inclusive.

7.4 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a **Public Service Superannuation Act** (PSSA) pension, the Offeror has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2019-01](#) of the Treasury Board Secretariat of Canada.

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the offer non-responsive.

Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the [Financial Administration Act](#) R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

an individual;

an individual who has incorporated;



a partnership made of former public servants; or
a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.
"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Offeror a FPS in receipt of a pension? **YES () NO ()**

If so, the Offeror must provide the following information, for all FPS in receipt of a pension, as applicable:

name of former public servant;
date of termination of employment or retirement from the Public Service.

By providing this information, Offerors agree that the successful Offeror's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2019-01](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **YES () NO ()**

If so, the Offeror must provide the following information:

name of former public servant;
conditions of the lump sum payment incentive;
date of termination of employment;
amount of lump sum payment;
rate of pay on which lump sum payment is based;
period of lump sum payment including start date, end date and number of weeks;
number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.



7.5 Payment

7.5.1 Basis of Payment

The Offeror will be paid for its costs reasonably and properly incurred in the performance of the Work, in accordance with the Basis of payment in annex B,

7.5.2 Limitation of Expenditure

1. Canada's total liability to the Offeror under the Contract must not exceed the limitation of expenditure as specified in the individual call-up.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Offer unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Offeror must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Offeror must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75% committed, or
 - b. four months before the contract expiry date, or
 - c. as soon as the Offeror considers that the contract funds provided are inadequate or the completion of the Work, whichever comes first.
3. If the notification is for inadequate contract funds, the Offeror must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Offeror does not increase Canada's liability.

7.5.3 Monthly Payments

Canada will pay the Offeror on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

7.5.4 Electronic Payment of Invoices – Call-up

The Offeror accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Direct Deposit (Domestic and International);
- b. Wire Transfer (International Only);

7.6 Invoicing Instructions

1. The Offeror must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:



- a. a copy of time sheets to support the time claimed;
 - b. a copy of the release document and any other documents as specified in the Contract;
 - c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
 - d. a copy of the monthly progress report.
2. Invoices must be distributed as follows:
- a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Standing Offer for certification and payment.

7.7 Insurance

The Offeror is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Offeror is at its own expense and for its own benefit and protection. It does not release the Offeror from or reduce its liability under the Contract.

7.8 Federal Offerors Program for Employment Equity - Default by the Offeror

The Offeror understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Offeror and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Offeror will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Offeror in default as per the terms of the Contract.

7.9 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".



ANNEX "A" - STATEMENT OF WORK

1.0 PROJECT TITLE:

CORE Roster of Mediators

2.0 BACKGROUND

On April 8, 2019, Canada's Minister of International Trade Diversification announced the appointment of the Canadian Ombudsperson for Responsible Enterprise (the Ombud) effective May 1, 2019. [Order in Council 2019-1323](#) (the OIC) establishes the mandate of the Canadian Ombudsperson for Responsible Enterprise (the CORE). It includes the review or investigation¹ of complaints of alleged human rights abuses arising from the operations of Canadian companies abroad in the garment, mining, and oil and gas sectors. A complaint can be filed by an individual, organization or community. Allegations of human rights abuse may be the subject of a complaint or an Ombud-initiated review (an own-initiated review). The CORE is a non-judicial dispute resolution mechanism – it does not adjudicate complaints.

A human rights abuse means an adverse impact on an internationally recognized human right - including any of the human rights that are referred to in the [Universal Declaration of Human Rights](#), the [International Covenant on Civil and Political Rights](#) and the [International Covenant on Economic, Social and Cultural Rights](#) - arising from a Canadian company's operations abroad.

The definition of "Canadian company" in s. 1(2) of the OIC includes entities operating abroad directly or indirectly controlled by a Canadian company and those entities controlled or deemed to be controlled by those entities.

The CORE has developed the [Human Rights Responsibility Mechanism](#) (HRRM), a set of processes for dealing with allegations of human rights abuse including through mediation and/or investigation. Pursuant to s. 9(1) of the OIC, the CORE has published [Operating Procedures](#) that provide for a fair and transparent review process.

Mediation may be an appropriate dispute resolution process to enable disputants to work collaboratively to address and resolve these issues. Where the parties agree to mediation and the Ombud decides mediation is appropriate, the CORE will provide a mediator to assist the parties in resolving the complaint.

The work of the CORE relates to human rights and responsible business conduct in an international context where human rights issues may involve multiple parties and underserved individuals and groups. These issues may be complex, significant and serious and may have arisen in a highly conflictual climate and/or a fragile state where there are significant risks, including risks to the physical safety of CORE staff, Offerors and stakeholders, and the risk of retaliation against complainants and others. If unresolved, these issues may have negative consequences not only for those directly impacted by the situation but also for other individuals, groups, communities, organizations, stakeholders, or for Canadian companies and their business partners.

3.0 OBJECTIVE(S)

The CORE requires an international roster of diverse mediators (a standing offer) where it decides to offer mediation services to disputants involved in a complaint or a review, or who make a request for informal mediation services outside of a complaint or review process. The mediation roster may also be available to external stakeholders who may want to engage a mediator and pursue mediation outside of the HRRM.

¹ In this Statement of Work, the terms "review" and "investigation" are used interchangeably.



A Offeror who qualifies for the Standing Offer may be called upon to deliver mediation services related to alleged human rights abuses on an “as and when needed basis” through a call-up. The services of mediators may be needed in a context of a co-mediation approach where more than one mediator will conduct the mediation process. They may also work with community-based mediators, Elders or other trusted persons including to provide mediation services that are responsive to Indigenous or cultural contexts. Depending on the case and the preferred mediation approach, the CORE may call upon senior or junior mediators from the Standing Offer to work solo or as part of a mediation team, or in the case of a senior mediator, to lead a mediation team.

The CORE’s HRRM provides a flexible dispute resolution system. A complaint may move between mediation and investigation as appropriate and with the parties’ agreement, in order to assist in resolving a dispute. Offerors will deliver appropriate and culturally-informed processes depending on the disputants’ specific interests, needs and preferences, and which take into consideration other stakeholders’ interests.

Offerors shall be well versed in, and follow the principles reflected in the following international human rights standards and instruments during the course of their work:

- [UN Guiding Principles on Business and Human Rights \(UNGP\)](#)
- [OECD Guidelines for Multinational Enterprises](#)
- [OECD Due Diligence Guidance for Responsible Business Conduct](#)
- [Universal Declaration of Human Rights](#)
- [International Convention on the Elimination of All Forms of Racial Discrimination](#)
- [International Covenant on Civil and Political Rights](#)
- [International Covenant on Economic, Social and Cultural Rights](#)
- [Convention on the Elimination of All Forms of Discrimination Against Women](#)
- [Convention on the Rights of Persons with Disabilities](#)
- [UN Declaration on the Rights of Indigenous Peoples](#)
- [Convention against Torture and Other Cruel, Inhuman or Degrading Treatment or Punishment](#)
- [Convention on the Rights of the Child](#)
- [International Convention on the Protection of the Rights of All Migrant Workers and Members of Their Families](#)
- [ILO International Labour Standards](#)
- All other relevant international human rights instruments

4.0 SCOPE OF WORK

The scope of work including the tasks, deliverables and milestones may vary depending on the file and context including security risks and country conditions.

4.1 TASKS

The purpose of the mediation process is to allow disputants to resolve issues raised by the complaint or dispute by developing rights-compatible solution(s) that address their interests (or needs). The Offeror leads the mediation process and designs the process based on the needs of participants, as appropriate. For instance, the Offeror may lead a mediation process that is interest-based or more transformative. If more suitable, and in consultations with disputants, the Offeror may conduct other types of Alternative Dispute Resolution (ADR) processes, such as facilitated dialogue or a healing circle.

When called upon from the roster, the tasks for the Offeror will be defined and may include but are not limited to:

- 1) Providing a process where the disputants can discuss the issues raised by the dispute and come to their own mutual agreement.



- 2) Being impartial and a third party to the dispute with a mandate to facilitate the disputants' dialogue and negotiations around the issues.
- 3) At all times, managing the mediation process in a way that is inclusive, fair and sensitive to cultural and other differences.
- 4) Striving to be aware of and address any imbalance of power between the disputants so that the mediation process is accessible.
- 5) Providing information to disputants to support their equal participation in the dispute resolution process.
- 6) Encouraging and helping disputants to address human rights issues including any systemic issues so that settlement agreements are compatible with internationally recognized human rights principles and the public interest in respect for human rights.
- 7) Assessing if and when another dispute resolution process such as joint fact-finding process would be appropriate.
- 8) Throughout the process, working together with the CORE team, as necessary, to ensure the progress of the mediation.

When called upon for an assignment from the mediation roster, the Offeror - whether recruited to work solo, as a co-mediator or as part of a team – may (depending on the file) be responsible for delivering the full range of mediation services, including the following:

- 1) Planning, design and preparation for mediation, which includes reviewing background material provided by the CORE to develop an understanding of the dispute and meeting with the CORE Deputy Director, Dispute Resolution.
- 2) Preparing a mediation plan, timetable, and methodology, including identifying potential risks, barriers and challenges, and recommending effective solutions and risk mitigation measures.
- 3) Updating the mediation plan, risk assessment and mitigation measures, as required, during the assignment.
- 4) Conducting pre-mediation meeting(s) with the disputants.
- 5) Facilitating and leading the mediation session(s) in collaboration with other member(s) of the mediation team, as applicable, and with the support of the CORE Deputy Director, Dispute Resolution.
- 6) Reporting and following-up after the mediation session(s).
- 7) Working with the disputants so that the process is and remains accessible and fair to all.
- 8) Helping disputants set ground rules, including about communications between them and confidentiality, and clarifying the roles and responsibilities of the mediator, the participants and observers, if any.
- 9) Facilitating dialogue between disputants and providing each disputant with the opportunity to explain their concerns about the situation and to identify their needs and interests or those of others that may be important to consider in order to look into possible solutions.
- 10) Encouraging disputants to consider the interests of the other disputant(s) and to collaborate on possible bases for agreement.
- 11) Ensuring that issues identified by the disputants are addressed during the mediation.
- 12) Encouraging disputants to address any systemic human rights issues raised by the dispute or which may arise during the mediation discussions and, when appropriate, the Offeror may suggest options to be considered by the disputants to resolve any systemic issues.
- 13) Identifying when another dispute resolution process such as joint fact-finding may be appropriate and raising it with the disputants and the CORE for consideration. If the CORE offers joint fact-finding to disputants during mediation, the Offeror assesses and works with the disputants and other experts to address transitioning of the file between the two processes as necessary.



- 14) Guiding disputants so that outcomes and remedies are consistent with internationally recognized human rights principles. The disputants alone determine whether to settle and on what terms. The Offeror does not impose a decision on the disputants about the issues at stake.
- 15) Assisting disputants, if necessary, to draw up a settlement agreement for review and signature by the disputants or, if appropriate in light of tradition or culture and if the parties agree, the Offeror may confirm the agreement reached between the disputants verbally.
- 16) Securely store and transmit documents to the CORE.
- 17) Provide periodic updates to the CORE by scheduling meetings and providing written updates.

4.2 DELIVERABLES

When called upon from the roster, the Offeror’s deliverables will be defined and may include but are not limited to the following:

- 1) Provide the draft ground rules that disputants have agreed to as required and reflected in the Agreement to Mediate, and obtain written and verbal consent to its terms from participants.
- 2) Provide the CORE with a copy of the signed Agreement to Mediate and any additional ground rules agreed upon by the disputants, and/or a record of the written or verbal consent provided by participants who have not signed the document itself.
- 3) Inform the CORE, in writing, of the dates and location of mediation sessions and approaches used for the conduct of mediation sessions (e.g. telephone, email, teleconference, videoconference online, shuttle mediation).
- 4) If in-country travel is required, provide details regarding travel dates, locations and scheduled meetings.
- 5) Provide the Deputy Director, Dispute Resolution with written or verbal updates on the progress of the mediation.
- 6) Inform the CORE if and when another dispute resolution process such as joint fact-finding is appropriate and work with the CORE, the parties and other experts to transition the dispute to another dispute resolution process.
- 7) Draft or assist disputants in the drafting of documents related to the mediation, as necessary and appropriate (e.g. Minutes of Settlement).
- 8) Provide the CORE with a copy of the Minutes of Settlement signed by the disputants, or a record of what disputants have agreed upon verbally as a result of the mediation, when appropriate.
- 9) Submit a Report to the Ombud on the result of mediation, while respecting the confidentiality of mediation, as applicable.
- 10) Provide the CORE with the client survey filled out by participants after completion of the mediation process.

4.3 MILESTONES

The following milestones are intended as a guide. Given the CORE’s flexible dispute resolution process, customized work plans may be developed for each complaint or dispute as appropriate.

The table below sets out an expected timeline for mediation, however, times may be varied in consultation with the CORE, and will be established at the time of call-up.

Deliverable	Timeline
1) Call up against standing offer and initial meeting with the CORE	Within 5 working days of being contacted by the CORE for an assignment
2) Work with parties to negotiate and sign the agreed upon ground rules and/or Agreement to Mediate	Within 10 working days of initial meeting with a CORE representative
3) Prepare a record of the agreed upon ground rules and/or Agreement to	Within 5 working days of reaching agreement on ground rules and/or Agreement to Mediate



Deliverable	Timeline
Mediate	with all relevant parties
4) Conduct the mediation	To be determined in consultation with the CORE based on an assessment of the file
5) Prepare draft Minutes of Settlement or other document/record resulting from the mediation	Within 5 working days of the conclusion of the mediation
6) Obtain signatures from disputants on the Minutes of the Settlement	Within 5 working days of the preparation of the Minutes
7) Prepare draft Mediation report	Within 10 working days of the conclusion of the mediation
8) Prepare final Mediation Report	Within 5 working days of receiving comments on the draft report from the CORE
9) Debrief with the CORE	Within 10 working days of submission of the final Mediation Report, or at the discretion of the Project Authority.
10) Participate in orientation, peer support or training sessions	As requested by the CORE

5.0 CONSTRAINTS / CONSIDERATIONS

All work must be performed in alignment with the CORE Agreement to Mediate and with the Offeror's Code of Conduct when one exists, or alternatively with the [International Mediation Institute Code of Professional Conduct](#).

The Offeror's services will be guided by the following internal (CORE) commitments and Government of Canada policies.

Internal commitments:

- Order in Council [Mandate](#)
- [HRRM Operating Procedures](#)
- CORE Investigation Procedures
- [CORE Privacy Notice Statement](#)
- [Statement on Racial Equality](#)

Government of Canada policies:

- [Feminist International Assistance Policy](#)
- [Responsible Business Conduct Strategy](#)
- [Gender Based Analysis Plus](#) (GBA Plus)

The Offeror is expected to abide by all applicable codes of ethics or conduct as well as following the principles outlined in the [Code of Conduct for Canadian Representatives Abroad](#).

The Offeror may be required to arrange for services such as interpretation, translation, security, transportation, and logistics as required to conduct the mediation. The Offeror will itemize and describe the specific requirements that they believe will be necessary for an effective mediation at the time of call-up.

The Offeror must be willing to work with CORE staff and others in a range of contexts, including:



- Working together with CORE team members throughout the mediation process.
- Working with another mediator in a co-mediation process, as necessary.
- Working on a case for which another dispute resolution process (e.g., joint fact-finding) is conducted concurrently.
- Providing mediation services in high risk contexts.
- Working internationally (outside Canada).
- Working with disputants and others from different cultures requiring an intercultural approach and a high degree of intercultural competence.
- Working on cases where disputants speak different languages and interpretation services may be required.
- Working in a context where there may be significant power imbalances that may need to be addressed during the course of the work.
- Working with parties who may be unrepresented by counsel and/or advisors
- Working with underserved individuals and groups who face barriers in claiming their human rights such as women, Indigenous communities, children, migrant workers, people who have limited or no formal education or who live in extreme poverty, etc.
- Working in a fragile state or where the political environment is unstable.
- Where there are deep rooted conflicts involving multiple parties with competing interests.
- Where the stakes are very high and the issues are multiple and complex.
- Working on sensitive issues such as gender-based violence (GBV) or trauma, or where the safety of one or more disputants, experts, witnesses or other stakeholders may be at risk including from retaliation and individuals may want to remain anonymous.
- Working on cases where public campaigning or other initiatives occur alongside an investigation and/or mediation.
- Working with sensitive and confidential information including commercially sensitive information that must be protected.
- Conducting mediation by telephone or online. This may present technological challenges for some participants.
- On site mediations may require travelling in a remote location that may be difficult to access, where living conditions may be basic, mobility may be very restricted and security risks may be present.
- Working in different time zones to meet the needs of the parties and others including through synchronous and asynchronous methods of communication
- Working within a timeframe where services must be delivered rapidly.

6.0 CLIENT SUPPORT

A representative of the CORE will provide the Offeror with the following information:

- Relevant information and documents from the case file including any Terms of Reference.
- Information about the disputants, including contact information and preferences about when and how to contact them.
- Information about the complaint or the allegations when no formal complaint has been filed, including any related key contextual information.
- Templates of mediation-related documents, such as the Agreement to Mediate (if one has not already signed by the disputants), Minutes of Settlement, Report, Client Survey Form.



- Information related to the mediation process when available, such as availability of disputants, preferred means to conduct the mediation (for instance, shuttle or online), name and roles of participants, etc.
- On request, any additional information as may be required by the Offeror and is reasonably available to the CORE.

The Offeror must have their own equipment for the delivery of mediation services (e.g., a telephone, a computer with a camera and microphone) and have a secure and stable internet connection as well as the system to support the software for online mediation services or for teleconferences. The CORE will not provide any equipment to the Offeror.

The Offeror must have their own business account for the conduct of teleconference and videoconference online (MS Teams, Zoom).

Where possible, the CORE may provide the Offeror with access to the CORE's Zoom account, when available, to conduct virtual witness interviews. Zoom is an internet-based communications platform.

7.0 MEETINGS / UPDATES

The Offeror is to provide regular updates to the CORE at every step of the mediation process and upon reasonable request. Meetings will be scheduled as needed.

Meetings with the CORE staff will usually take place virtually but may take place in person where feasible and warranted.

Mediation discussions and meetings with disputants will be conducted by videoconference online, teleconference, email messages and telephone or a combination of these methods. Mediation meetings may occur in person, when no alternative is feasible or desirable, and only with the approval of the CORE upon detailed justification and with the agreement of the disputants.

8.0 OFFICIAL LANGUAGES

The Offeror may be required to deliver mediation services in English or French depending on the language of the participants and, if necessary, using interpretation in another language. In identified cases, services may be required to be delivered in Spanish or another language where there is a demonstrated need.

The Offeror must be able to work with CORE staff in English or French and must deliver all reports to the CORE in English or French.

9.0 WORK LOCATION

The work will be performed mainly through telephone, email and online platforms. When no other option is available or feasible, courier services may be used to deliver documents.

In exceptional circumstances, the work may require travelling to the location that best suits the needs of the disputants for in-person mediation meetings.

10.0 TRAVEL

In general, no travel within or outside of Canada will be required in order to complete tasks or deliverables related to mediation services under a call-up.

Under the exceptional circumstances when in-person mediation is warranted, the work may require travelling to the location that best suits the needs of the disputants. Travelling to a remote location that is



difficult to access may be necessary. All travel will be in accordance with the [Government of Canada Travel Directive](#).

11.0 ALLOCATION OF WORK / LIMITATIONS

The CORE will allocate the work when needed to the Offeror based on a number of criteria, including but not limited to:

- 1) Language capabilities
- 2) Subject-matter expertise
- 3) Whether selected rated criteria are met
- 4) Cultural background of the disputants
- 5) Type of ADR process needed
- 6) Country-specific knowledge and experience
- 7) Sector-specific knowledge and experience
- 8) Location
- 9) Availability at the time stated in the call-up
- 10) Willingness to work in co-mediation, if necessary

When issuing a call-up against the Standing Offer, the Project Authority will select the Offeror on the following bases:

- a) Given the potential sensitivity, diversity and complexity of the matter and the nature of the services required under this Proposal, the Project Authority reserves the sole right for final selection of the Offeror for any call-up.
- a) Due to the nature of the specific characteristics and requirements of a particular file or case, Offerors responding to the call-up may be interviewed prior to assignment of a contract. All costs incurred in connection with interviews will be at the Offeror's expense.

When engaging a Offeror from the Standing Offer, the CORE reserves the right to end the contract at any time, if necessary, and before all services are rendered, including if one or all disputants withdraw from the mediation process or make a complaint against the Offeror, if the Offeror themselves withdraw from the mediation process, or if there is a demonstrated serious breach of the Agreement to Mediate or of the Offeror's Code of Conduct, when one exists, or if not, the [International Mediation Institute Code of Professional Conduct](#).

The Offeror shall provide services specifically requested by the CORE on an "as needed" basis when contacted by the CORE. Qualification for the Standing Offer does not constitute a guarantee of work or of any minimum amount of work. The CORE reserves the right to use other Offerors for mediation at its sole discretion.

12.0 SECURITY REQUIREMENTS

Contract security requirements are governed by the Public Services and Procurement Canada in accordance with the Treasury Board Policy on Government Security.

Security requirements will be as determined and specified by the Project Authority in the request for services (call-up against the Standing Offer). The Offeror must ensure that the security requirements specified in the call-up document are met prior to accepting a contract pursuant to the Proposal.

The security requirements for each call-up will be determined through a security risk assessment in consultation with the Offeror, as needed, and will take into consideration factors such as confidentiality,



anonymity, protected information, safety, and minimizing/avoiding risk to the Offeror and/or other parties involved.

The work to be delivered under a call-up for a contract under the Standing Offer may include dealing with Protected A and B information and will require a Reliability Security Clearance.

In order to accept an assignment for services pursuant to a call-up, organizations or individuals located in countries other than Canada will need to obtain security assurances from Public Services and Procurement Canada's Contract Security Program by emailing a request to : tpsgc.dgssiprojetintl-dobissintlproject.pwgsc@tpsgc-pwgsc.gc.ca.

In cases where there is no bilateral security instrument covering Protected A or Protected B information, customized international alternative solutions may be developed.

More information on security requirements can be found on these websites:

<https://www.tpsgc-pwgsc.gc.ca/esc-src/index-eng.html> and

<https://www.tpsgc-pwgsc.gc.ca/esc-src/international-eng.html#s2>.

13.0 CONFLICT OF INTEREST

When accepting a contract pursuant to a call-up, the Offeror must certify that the resource(s) who will deliver the services meets the requirements regarding conflict of interest. The CORE will require a Offeror to provide information regarding any conflict of interest before awarding a contract.

The Offeror is required to inform the CORE of any conflict of interest that arises during the course of the work.

Conflict of interest is any situation in which a Offeror has private interests that could improperly influence the performance of their duties and responsibilities or in which the Offeror uses their position for personal gain. A conflict of interest may be:

- Real (existing at the present time)
- Apparent (perceived by a reasonable observer to exist, whether or not that is the case)
- Potential (reasonably foreseen to exist in the future)

A conflict of interest may exist in the context of:

- Personal assets, investments, income or debt
- Professional relations or affiliations
- Duties (the Offeror may have duties that conflict with each other if they act as a Offeror in a case and provide or have provided advice on responsible business conduct and human rights to an organization involved directly or indirectly in the investigation).



ANNEX "B" - BASIS OF PAYMENT

Standing Offer Period (From award to July 31, 2024)

During the period of the Standing Offer, for Work performed in accordance with a Call up against the Standing Offer, the Offeror will be paid as specified below.

1.0 Professional Fees

The Offeror will be paid all-inclusive fixed per diem rates as follows:

Initial Contract Period:

Initial Standing Offer Period Award to July 31, 2024		
Resource Category	Level of Expertise	Firm Per Diem Rate
1. Mediator	Junior	\$
2. Mediator	Senior	\$
3. Mediator (additional languages)	Junior	\$
4. Mediator (additional languages)	Senior	\$

For the purpose of this Standing Offer and subsequent Call ups, a day is defined as 7.5 hours of work, exclusive of meal breaks. Payment will be made for days actually worked, with no provision for annual leave, statutory holidays and sick leave. If time worked is more or less than a day, the all-inclusive fixed daily rate must be prorated to reflect the actual time worked.

Total estimated potential Cost of Professional Fees, to a limitation of expenditure: \$300,000.00 (tax included) – per call-up

Option Periods:

Option Period 1 August 1, 2024 – July 31, 2025		
Resource Category	Level of Expertise	Firm Per Diem Rate
1. Mediator	Junior	\$
2. Mediator	Senior	\$
3. Mediator (additional languages)	Junior	\$
4. Mediator (additional languages)	Senior	\$



Total estimated potential Cost of Professional Fees, to a limitation of expenditure: \$300,000.00 (tax included) – per call-up

Option Period 2		
August 1, 2025 – July 31, 2026		
Resource Category	Level of Expertise	Firm Per Diem Rate
1. Mediator	Level 3	\$
2. Mediator	Level 3	\$
3. Mediator (additional languages)	Level 3	\$
4. Mediator (additional languages)	Level 3	\$

Total estimated potential Cost of Professional Fees, to a limitation of expenditure: \$300,000.00 (tax included) – per call-up



ANNEX "C" - SECURITY REQUIREMENTS CHECK LIST



Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat 23-225101
Security Classification / Classification de sécurité unclassified

SECURITY REQUIREMENTS CHECK LIST (SRCL)

LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE	
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine Global Affairs Canada	2. Branch or Directorate / Direction générale ou Direction Canadian Ombudsperson for Responsible Enterprise (COR)
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant
4. Brief Description of Work / Brève description du travail Establishing a roster (call-up list) for mediators for human rights abuse complaints	
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?	<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?	<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
6. Indicate the type of access required / Indiquer le type d'accès requis	
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)	<input type="checkbox"/> No Non <input checked="" type="checkbox"/> Yes Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.	<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?	<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès	
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>
Foreign / Étranger <input type="checkbox"/>	
7. b) Release restrictions / Restrictions relatives à la diffusion	
No release restrictions Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>
Not releasable À ne pas diffuser <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:
7. c) Level of information / Niveau d'information	
PROTECTED A PROTÉGÉ A <input checked="" type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>
PROTECTED B PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>
SECRET SECRET <input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>
TOP SECRET TRÈS SECRET <input type="checkbox"/>	
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>	
	PROTECTED A PROTÉGÉ A <input type="checkbox"/>
	PROTECTED B PROTÉGÉ B <input type="checkbox"/>
	PROTECTED C PROTÉGÉ C <input type="checkbox"/>
	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>
	SECRET SECRET <input type="checkbox"/>
	TOP SECRET TRÈS SECRET <input type="checkbox"/>
	TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>



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PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? No Yes
Non Oui

If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? No Yes
Non Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :
Document Number / Numéro du document :

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET- SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS			

Special comments:
Commentaires spéciaux : _____

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.
REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? No Yes
Non Oui

If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? No Yes
Non Oui

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? No Yes
Non Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? No Yes
Non Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? No Yes
Non Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? No Yes
Non Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? No Yes
Non Oui



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Security Classification / Classification de sécurité unclassified

PART C - (continued) / PARTIE C - (suite)

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.
Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.
Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC						
	A	B	C	CONFIDENTIAL	SECRET	TOP SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP SECRET	PROTECTED PROTÈGE			CONFIDENTIAL	SECRET	TOP SECRET	
				CONFIDENTIEL		TRES SECRET	NATO DIFFUSION RESTREINTE	NATO CONFIDENTIEL		COSMIC TOP SECRET COSMIC TRES SECRET	A	B	C	CONFIDENTIEL		TRES SECRET	
Information / Assets Renseignements / Biens Production		✓															
IT Media / Support TI IT Link / Lien électronique		✓															

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



ANNEX “D” to PART 3 OF THE REQUEST FOR STANDING OFFERS

ELECTRONIC PAYMENT INSTRUMENTS

The Offeror accepts to be paid by any of the following Electronic Payment Instrument(s):

- () Direct Deposit (Domestic and International);
- () Wire Transfer (International Only);



ANNEX “E” “to PART 5 OF THE REQUEST FOR STANDING OFFERS

FEDERAL OFFERORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

I, the Offeror, by submitting the present information to the Standing Offer Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare an offer non-responsive, or may set-aside a Standing Offer, or will declare a Offeror in default, if a certification is found to be untrue, whether during the offer evaluation period, during the Standing Offer period, or during the contract period. Canada will have the right to ask for additional information to verify the Offeror’s certifications. Failure to comply with any request or requirement imposed by Canada may render the Offer non-responsive, may result in the Standing Offer set-aside or constitute a default under the Contract.

For further information on the Federal Offerors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\) – Labour’s](#) website.

Date: _____(YYYY/MM/DD) (If left blank, the date will be deemed to be the RFSO closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Offeror certifies having no work force in Canada.
- A2. The Offeror certifies being a public sector employer.
- A3. The Offeror certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
- A4. The Offeror certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.

A5. The Offeror has a combined workforce in Canada of 100 or more employees; and

- A5.1 The Offeror certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.

OR

- A5.2. The Offeror certifies having submitted the [Agreement to Implement Employment Equity](#) (LAB1168) to ESDC-Labour. As this is a condition to issuance of a standing offer, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- B1. The Offeror is not a Joint Venture.

OR

- B2. The Offeror is a Joint venture and each member of the Joint Venture must provide the Standing Offer Authority with a completed annex Federal Offerors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)